

REMARKS/ARGUMENTS

In the Office Action mailed February 23, 2010, claims 1-20 were rejected. In response, Applicants hereby request reconsideration of the application in view of the below-provided remarks. No claims are amended, added, or canceled.

References to Dictionary Definitions

Applicants note that the Office Action refers to certain dictionary definitions within the body of the Office Action. While the Office Action may refer to dictionary definitions for a contextual understanding of the art, generally, it should be understood that the use of certain dictionary definitions in the Office Action remarks does not define the scope of the claims. Rather, the language of the claims themselves sets out the scope of the claims. Thus, the claim language should be viewed in light of the exact language of the claim, instead of any particular dictionary definitions referenced in the Office Action.

Claim Rejections under 35 U.S.C. 103

Claims 1-20 were rejected based on one or more cited references. The cited reference(s) relied on in these rejections include:

Barzilai et al. (U.S. Pat. Pub. No. 2002/0029201, hereinafter Barzilai)

Bowman-Amuah (U.S. Pat. No. 6,697,824, hereinafter Bowman)

In particular, claims 1-20 were rejected under 35 U.S.C. 103(a) as being unpatentable over Barzilai in view of Bowman. However, Applicants respectfully submit that these claims are patentable over Barzilai and Bowman for the reasons provided below.

Independent Claim 1

Claim 1 is patentable over the combination of Barzilai and Bowman because the combination of cited references does not teach all of the limitations of the claim. Claim 1 recites:

A computer-implemented method of conducting electronic commerce transactions among a plurality of participants in an E-marketplace, comprising the steps of:

the E-marketplace obtaining, via a computer, digitally-signed privacy-use information for each participant, wherein the digitally-signed privacy-use information is obtained separate from a business transaction between participants; and

the E-marketplace sharing, via said computer, the digitally-signed privacy-use information with any participants interested in doing business with each other in the E-marketplace, wherein the sharing allows the participants to verify that the digitally-signed privacy-use information has not been tampered with since being submitted to the E-marketplace.
(Emphasis added.)

In contrast, the combination of Barzilai and Bowman does not teach an E-marketplace sharing digitally-signed privacy-use information with other participants. For reference, the reasoning in the Office Action relies on Barzilai as purportedly teaching the indicated limitations. Specifically, the Office Action states:

As per claims 1-20, Barzilai discloses an invention comprising of storage medium/software combination means (§ 42-43, 50-52 and figure 1) to perform the following:

...

- C. (“sharing the digitally-signed privacy-use information with any participants interested in doing business with each other in the E-marketplace”) – Marketplace shares buyer’s privacy policy with sellers that have compatible policies (§ 14, 22, 24);
Office Action, 2/23/10, pages 2-3 (underlining added).

However, despite the assertions in the Office Action, Barzilai does not teach an E-marketplace which shares digitally-signed privacy-use information with other participants. Rather, Barzilai merely describes an intermediary that receives the privacy preferences from the buyer and the privacy policy from the seller. Barzilai, paragraph 24 (“an intermediary, which receives the privacy preferences and the privacy policy and

brokers the negotiation if the privacy preferences and the privacy policy are found to be incompatible”). Barzilai also refers to the intermediary as the marketplace. Barzilai, paragraph 14 (“the marketplace can automatically negotiate a final policy acceptable to all of the parties.”).

Instead of describing a mechanism to share the privacy preferences of the buyer with the seller, or to share the privacy policy of the seller with the buyer, Barzilai merely describes the marketplace performing a negotiation to establish a final policy acceptable to all of the parties. But there is no indication or requirement that negotiating the final policy might involve sharing the privacy preferences of the buyer with the seller, or sharing the privacy policy of the seller with the buyer. Rather, Barzilai explicitly makes provisions for the buyer and seller to enter alternative positions and/or flexible, logical guidelines for use by the marketplace in the negotiation process. In the alternative, if the marketplace were to share the privacy preferences and policy with the seller and buyer, respectively, then there would be no reason to obtain the alternative positions and/or flexible, logical guidelines from the participants.

Based on the actual description in Barzilai, the marketplace merely uses the separately obtained privacy preferences and policy, along with the corresponding alternative positions, to determine if there is a match between the buyer’s and seller’s positions. Despite the reference to this process as a “negotiation,” there is no disclosure or teaching of sharing the privacy preference of the buyer with the seller. Similarly, there is no disclosure or teaching of sharing the privacy policy of the seller with the buyer. Rather, it appears that the entire “negotiation” occurs within the marketplace—without further input or participation from the buyer and the seller. In this way, there is no need to divulge the privacy information to the other party if an agreement is not established by the intermediary marketplace.

Therefore, the assertion that Barzilai purportedly teaches an E-marketplace which shares privacy-use information from one participant with another participant is not supported by the actual teachings of Barzilai. Rather, Barzilai merely describes an intermediary marketplace which obtains privacy preferences and policies from buyers and sellers and performs an internal negotiation to establish a final policy, without any

description of sharing the privacy preferences with the seller or sharing the privacy policy with the buyer.

For the reasons presented above, the combination of Barzilai and Bowman does not teach all of the limitations of the claim because the combination of cited references does not teach an E-marketplace which shares digitally-signed privacy-use information with other participants, as recited in the claim. Accordingly, Applicant respectfully asserts claim 1 is patentable over the combination of Barzilai and Bowman because the combination of cited references does not teach all of the limitations of the claim.

Independent Claims 7 and 13

Applicants respectfully assert independent claims 7 and 13 are patentable over the combination of cited references at least for similar reasons to those stated above in regard to the rejection of independent claim 1. Each of these claims recites subject matter which is similar to the subject matter of claim 1 discussed above. Although the language of these claims differs from the language of claim 1, and the scope of these claims should be interpreted independently of other claims, Applicants respectfully assert that the remarks provided above in regard to the rejection of claim 1 also apply to the rejections of these claims.

Dependent Claims

Claims 2-6, 8-12, and 14-18 depend from and incorporate all of the limitations of the corresponding independent claims 1, 7, and 13. Applicants respectfully assert that claims 2-6, 8-12, and 14-18 are allowable based on allowable base claims. Additionally, each of claims 2-6, 8-12, and 14-18 may be allowable for further reasons.

CONCLUSION

Applicants respectfully request reconsideration of the claims in view of the remarks made herein. A notice of allowance is earnestly solicited.

At any time during the pendency of this application, please charge any fees required or credit any over payment to Deposit Account **09-0461** pursuant to 37 C.F.R. 1.25. Additionally, please charge any fees to Deposit Account **09-0461** under 37 C.F.R. 1.16, 1.17, 1.19, 1.20 and 1.21.

Respectfully submitted,
/Jeffrey T. Holman/

Date: April 23, 2010

Jeffrey T. Holman
Reg. No. 51,812

Wilson Ham & Holman
175 South Main Street
Suite #850
Salt Lake City, UT 84111
Phone: (801) 746-5560
Fax: (801) 746-7451